

Standard Form of Agreement between Owner and Contractor on the Basis of A Stipulated Price

This agreement is dated as of 19th of May 2020 by and between Yellowstone County, Montana (hereinafter called "Owner"), and Saffire, LLC (hereinafter called "Contractor").

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor will provide a ticketing environment that will maximize ticket sales and ticket-related revenue.

Contractor will provide marketing programs and databases in feeder markets.

Contractor will provide paperless (credit card entry) ticketing technology, data & analytics on an integrated platform, thwart ticket scalping and ticket face design.

Contractor will provide local support and industry content.

2. Contract Term

This Agreement shall be for an initial term of thirteen (13) months beginning on June 1, 2020. Renewal periods will be for twelve (12) month periods, as provided by Montana law, beginning on June 30, 2021 with the renewal period commencing each year on June 30th. This contract shall be renewed automatically for two additional renewal periods after the initial period and can be renewed for up to seven years. Owner shall notify Contractor in writing of its intent to terminate this agreement at least sixty (60) days prior to the end of a renewal period. If Owner does not exercise its right to terminate in a timely fashion, this agreement will renew at terms provided herein. Contractor may terminate this agreement by providing written notice to Owner at least sixty (60) days prior to end of a renewal period.

If Owner does not exercise its right to terminate in a timely fashion, this agreement will renew at terms provided herein. Contractor may terminate this agreement by providing written notice to Owner at least sixty (60) days prior to end of a renewal period.

3. Contract Price

Contractor shall pay the Owner a signing bonus of \$100,000.00 total.

Signing bonus shall be paid with a \$20,000.00 payment on execution of this contract.

Contractor shall pay the remaining **\$80,000.00** signing bonus, as follows:

June 1st, 2020 - \$10,000.00

July 1 st , 2020 -	\$10,000.00
August 1 st , 2020 -	\$10,000.00
September 1 st , 2020 -	\$10,000.00
October 1 st , 2020 -	\$10,000.00
November 1 st , 2020 -	\$10,000.00
December 1 st , 2020 -	\$20,000.00

Contractor agrees to escalate or increase monthly bonus payments should the live event industry show recovery earlier than currently projected and Contractor begins to generate revenue from events ticketed by MetraPark.

Contractor shall pay the Owner \$10,000.00 annually on contract anniversary.

Owner shall pay the Contractor Online Ticket Fees for all events;

Years One (1) & Two (2)

\$1.75 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Years three (3) & four (4)

\$2.00 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Year five (5)

\$2.25 online fees per ticket priced \$20.01 and up

\$1.00 online fees per ticket priced \$10.01-\$20.00

\$0.50 online fees per ticket priced up to \$10.00

\$0.50 per ticket for online fees for all Montana High School Association (MHSA), throughout duration of contract, regardless of ticket value.

Call-In Center Rates:

Owner shall pay Contractor \$2.50 for each ticket sold on Call-In Center

On-Line Order Rates:

Owner shall pay Contractor \$1.50 per Order for mobile delivery or print at home tickets.

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor is familiar with and is satisfied as to all federal, state, and local

laws and regulations that may affect cost, progress, performance and furnishing of the work.

- 4.3 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's proposal "MetraPark February 3, 2020"

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark as an additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County's sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or

better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County/MetraPark as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County/MetraPark a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark is named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County/MetraPark's sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/MetraPark is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/MetraPark. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 Contractor agrees to defend, indemnify, and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.8 In the event of litigation between Contractor and the Owner, the

Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.

- 6.9 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective June 1st, 2020

OWNER:
Yellowstone County
Billings, MT 59101

Denis Pitman, Chair

CONTRACTOR:
Saffire, LLC

Aaron Pederson, President


Authorized Signature

Attest:

Jeff Martin, Clerk and Recorder